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NIFA-BARD Research Grants

Guidelines and Regulations for Grant Management (Annex A) (Updated: May 2023)

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The approval and initiation of a USDA,NIFA-BARD research grant agreement obligates the scientists and institutions involved to carry out periodic administrative reports, as detailed in the following Guidelines and Regulations for Grant Management.

Initiation of the Research Grant

Following notification of the award and prior to the preparation of the Research Grant Agreement, the PIs, in consultation with the Collaborating investigator(s), will notify BARD of their agreed single Start Date.

If required, or in the case where the proposed total budget is different from the awarded budget, the PIs, the Collaborating investigator(s) and their respective research authorities, will prepare an Amended Budget Summary. The Amended Budget is to be presented in the format provided in Appendix G1a (below) and forwarded to the BARD office within 30 days of receipt of the letter of award. Appendix G1b is to be provided if there is more than one institution per country.

- First Year's Budget Allocation may not exceed 36% of the total budget unless advance approval is received from BARD. (Excluding projects of less than 3 years duration).
- Budget Items Each year's total budget should be rounded to the nearest \$1000.
- Overhead may not exceed 20% of direct costs.
- **Personnel Services/Salaries** including salaries and fringe benefits. PIs, Co-PIs, and Collaborating Investigators are not entitled to receive salaries from the BARD grant. Support personnel can receive salaries and social benefits in proportion to the time devoted to the research project except those who are tenured employees at the recipient institution.
- Non-expendable Equipment BARD allows the purchase of specific items of equipment to be used in the supported research and without which the research project cannot be conducted. Large capital expenditures are not included in BARD's obligations to recipients.
- Operating Expenses Include in-country travel, computer services and supplies.
- Foreign Travel BARD allows one trip to each country per project (two trips only). Each trip abroad should not exceed thirty days. The amount requested for foreign travel should cover the cost of the ticket (round-trip/coach) and *per diem* expenses. In one-year feasibility studies, only one overseas trip is allowed. When approving a foreign travel expense for a BARD grant, the institution should verify that the purpose of the trip is for the investigators to meet (a copy of the itinerary of the trip should be filed for future reference). Prior approval must be obtained by BARD if either the trip is for a different purpose, or if someone other than the PI or Co-PI will be traveling. The trip for the US-PI must be included in the budget of the Israeli PI's institution.

No increases to the foreign travel budget will be allowed during the project.

The Research Grant Agreement

Following the approval of the Amended Budget Summary, a Research Grant Agreement is sent for signature to the Principal Institution. The authorized research officer of the principal investigator's affiliated institution signs the Agreement between BARD and the institution. A signed hard copy is returned to BARD. Letter/s of Agreement, attached to the signed Agreement, are then sent to the funded Cooperating Institutions. The Letter of Agreement is to be signed and returned to BARD. In addition, a letter indicating the agreed single Start Date

of the project is sent to all collaborating investigators, cooperating institutions and the NIFA-PI.

Parties to the Agreement

Investigators

- *Principal Investigator* (PI) is the Israeli person whose name appears *first* on the cover page of the proposal. The PI is responsible for the submission of scientific reports, administration of the grant, notification of changes in the work plan and maintaining contact with BARD.
- *Collaborating Investigators* are all other Israeli investigators who are listed on the cover page of the proposal.
- *NIFA-PI* is the lead PI of the collaborating USDA,NIFA grant.
- *Collaborating NIFA investigators* are all other investigators participating in the cooperating USDA,NIFA grant

Institutions

Each participating institution accepts responsibility for supervision of that portion of the project to be carried out by its affiliated investigator/s.

- *Principal Institution* is the affiliated institution of the PI. An authorized research officer of the principal institution signs the research Grant Agreement with BARD.
- *Cooperating Institution* is the affiliated Israeli institution/s of all other members of the team of investigators (Collaborating Investigators). Each funded cooperating institution signs a separate Letter of Agreement with BARD and undertakes to abide by the relevant terms of the research Grant Agreement.

Completion of the Research Project

Completion of the project is dependent upon approval by BARD of the project's final scientific report and the final fiscal report of each funded institution. The final scientific report must be presented to BARD by the PI and must include a summary of the scientific activities of the PI and all other collaborating investigators including those of the relevant collaborating NIFA investigators. The report is due within three months of the conclusion of the project. The Executive Director notifies all participants in writing upon completion of the agreement. Title to equipment purchased with BARD funds vests in the institution wherein the research was conducted upon successful completion of the project.

The Research Plan

- **Approved Research Proposal:** The Research Proposal as approved by USDA,NIFA-BARD becomes an integral part of the Research Grant Agreement.
- Adherence to the Original Work Plan: Investigators are free to pursue interesting and important leads that arise in the progress of the research. When it appears that the originally approved research is no longer productive, or that a related line of research is more promising, the investigator may discontinue or modify the original direction of the research following consultation with BARD. Investigators must give immediate written notice of substantial changes in the work plan. Describe the changes and

explain their necessity. BARD reserves the right to disapprove such alterations of the original plan.

- Changes of Investigators: BARD must approve, in writing, any changes in the team of investigators. Requests for a change in the research team must include the formal written confirmation by the new investigator to undertake the responsibilities assigned in the research project, a brief C.V., a list of recent relevant publications and the signature page (Appendix G2) signed by the new investigator and the affiliated institution's authorizing official.
- Changes in Institutional Affiliation: BARD will consider transfer of the grant to a new institution or to a new investigator within the original institution on an individual basis. Notify BARD immediately and in writing of any planned changes in affiliation so that appropriate measures may be taken to ensure continued operation of the project. Include Appendix G2 in this notification. Once notification of the intended changes has been made, neither the investigator nor the institution may make further use of the grant's funds until such time as the arrangement for transfer of institution or investigator has been agreed upon with BARD and a new agreement signed.
- **Temporary Absence of Investigator:** When a PI expects to be absent for a period longer than three months, s/he must notify BARD Israel and, if unable to continue to supervise the project, must recommend a temporary replacement for BARD's approval. The suggested replacement must send BARD a brief C.V., a list of recent relevant publications and a written statement confirming his/her willingness to undertake the responsibilities assigned in the project.
- Withdrawal of an Investigator: If an investigator withdraws from a project, or can no longer perform his/her assigned tasks, the affiliated institution may recommend a replacement candidate for NIFA and BARD's approval. Candidates must provide a written confirmation of their acceptance of the terms of the research agreement and include a brief C.V. and list of recent relevant publications. BARD reserves the right to appoint a replacement investigator from a *different* institution and to transfer funds accordingly, in the event that a suitable investigator is not found in the original institution.

PIs and Collaborators should keep each other informed regarding any such changes in the research.

Fiscal Administration of the Grant

Grant recipients must keep a separate bookkeeping account with a complete record of all expenditures relating to the research project. Keep records for two years after the completion of the research project or as otherwise agreed upon with BARD. BARD reserves the right to examine all books, documents, records and accounts relating to the research project at any time throughout the duration of the agreement and for two years immediately thereafter. BARD also reserves the right to inspect the research locations and to obtain from the research team full information regarding all project activities.

• **Timing of Expenditures:** BARD will not recognize expenses relating to the periods either before the official start date or after the termination date of the project, unless prior approval has been received by BARD.

Foreign Travel Expenses: BARD's policy allows for one trip per country. When approving a foreign travel expense for a BARD grant, the institution should verify that the purpose of the trip is for the investigators to meet (a copy of the itinerary of the trip should be filed for future reference). Prior approval must be obtained by BARD if either the trip is for a different purpose, or if someone other than the PI or collaborating investigator will be traveling. **No increases to the foreign travel budget will be allowed during the project.**

Semi-annual Declaration

(Appendix G3, attached or on the website). This declaration states that the research is being carried out according to the approved research plan. Each funded institution must submit the declaration six months after the beginning of each research year.

Annual Fiscal Reports

The annual fiscal report is a comprehensive summary of all monetary operations conducted in the framework of the project. BARD emphasizes the importance of properly categorizing expenses and reporting them correctly to the appropriate budget item in the form. Each funded institution is responsible for the preparation and timely submission of fiscal reports, i.e., at the end of each research year simultaneously with the annual scientific report. Failure to submit any of these reports on a timely basis delays the processing of payments to all funded institutions.

BARD will send instructions via email to the authorized grant management contact person at the reporting institution. The authorized contact person will complete the online report. BARD reviews the report and sends email message to investigator for approval. The investigator either approves the report or requests corrections from the institutions authorized grant management contact person.

The List of Personnel This includes details of the personnel funded by the BARD grant. Please complete the form as requested in order to avoid delays of payments. All items relating to personnel cost, including travel and social benefits, must be recorded in the fiscal report under "Salaries" and not under "Operating Expenses".

Third and Final Fiscal Report: The third fiscal report is assumed to be the final fiscal report, unless otherwise indicated by the submitting institution. In the event that additional expenditures are incurred after the third fiscal report is submitted, then a final report must also be submitted.

Schedule of Payments: Payments are made directly to each funded institution in accordance with the Schedule of Payments (below). Continued payment, according to the Schedule, must be justified by reported expenditures in the annual fiscal reports.

	First Year	Second Year	Third Year
First Payment	40%	30%	30%
Second Payment	30%	40%	30%
Third Payment	30%	30%	40%

- The **first payment of the first grant year** is made following BARD's receipt of the signed research grant agreement, but not earlier than six weeks prior to the start date.
- The **first payment of subsequent grant years** may be paid with the third payment of the preceding year, if justified by the reported expenditures.
- The **second payment of each grant year** is made following BARD's receipt of the semiannual declaration, which is due in the middle of each year, if justified by the reported expenditures.
- The **third payment of each grant year** is made following receipt and approval of the annual scientific and fiscal reports, if justified by the reported expenditures.
- The **final payment of the grant** is made following BARD's receipt and approval of the final scientific and the third or final fiscal reports. Total payments cannot exceed the total approved expenditures.

Final Statement of Payments and Expenditures: BARD issues a Final Statement of Payments and Expenditures, signed by the BARD Controller, for each funded institution. The Final Statement is presented to the institution together with the final payment. The Institution should review this final statement, sign and return the original to BARD. Whether or not the statement is returned with the authorizing institutional signature, BARD will consider it binding three months after the date of issue.

Unused Budget Balances: BARD funds are expected to be used in a timely manner. In the course of the research, unused budget balances in years 1 and 2 may be transferred to the following year, but any substantial changes in the use of the allocated budget must be authorized in advance by BARD. Unexpended balances at the completion of the project shall be refunded to BARD without delay.

Budget Changes: Budget changes up to a total of \$5,000 during the progress of the research can be made without prior approval from BARD, except those relating to foreign travel. **No increases to the foreign travel budget will be allowed during the project.** Changes beyond the initial \$5,000 require a written (e-mail) request justifying the changes. BARD may also require the affiliated institution(s) to approve the requested change. Changes will be approved without delay, if justified and within the framework of the approved budget and reported expenditures.

Scientific Administration of the Grant

The PI is responsible for submitting both the annual scientific reports and the final scientific report to the BARD office.

Online Submission of Scientific Reports

Reports are to be submitted online. The PI will receive an e-mail from BARD, close to the due date of the report, with instructions and credentials to access the website. Each item is to be entered separately as a PDF document.

Annual Scientific Progress Reports These brief (2-5 pages) reports, in English (no abbreviations allowed) should evaluate the work done on the project in both the United States and Israel during the previous twelve months. Annual scientific reports should be submitted simultaneously with the annual fiscal reports.

Include the following items in the annual report:

- **Evaluation of the research achievements** as related to the original research proposal and objectives
- Description of the cooperation
- Changes in direction from that in the original proposal, if any. (See also "Adherence to the Original Work Plan", page 2)
- List of publications

BARD expects the NIFA-PI to include the findings of the Israeli collaborators in the annual reports to the USDA,NIFA system.

Final Scientific Report

A comprehensive scientific report is to be submitted by the PI within three months of the conclusion of the project. The final report is a presentation and assessment of the achievements of the project. It is used to establish accountability both inside BARD and in its external relations and might influence future funding policy. Thus, it is important that the relevant information is presented in an accessible form that facilitates fair and comprehensive review. The final scientific report should be submitted simultaneously with the final fiscal reports.

The reports are distributed to the US National Agricultural Library (Beltsville MD) and the library of the Agriculture Research Organization (Bet Dagan). Upon request, copies of BARD final scientific reports are available to the public from the BARD office. A PDF reprint of each published paper resulting from the project is to be uploaded to the BARD reporting site. BARD should be acknowledged for support in published papers. Use the following format:

This research was supported by Research Grant Award No. _____ from BARD, The United States - Israel Binational Agricultural Research and Development Fund

There are two sections to the Final Scientific Report:

1. Overall summary and statistics

Abstract (one page maximum, single spaced)

- ✓ List the original objectives, as defined in the approved proposal, and any revisions made at the beginning or during the course of project.
- ✓ Background to the topic.
- ✓ Major conclusions, solutions, achievements.
- ✓ Implications, both scientific and agricultural.

Achievements (three pages maximum, 1.5 spaced, font not smaller than 12), include:

- ✓ Significance of main scientific achievements or innovations.
- ✓ Agricultural and/or economic impacts of the research findings, if known. This section should be written such a manner that a non-expert in the field can understand the contents and broader implications of these achievements.

Contribution of the collaboration: Describe how the collaboration between the laboratories contributed to the research, and how project objectives were promoted as a result of the cooperation.

List of Publications: Include only reviewed publications reporting on work at least partially supported by BARD and which includes an acknowledgement to BARD.

- 2. <u>Appendix</u> (technical information supporting the research findings). Provide a table of contents and include the following:
 - ✓ Unpublished data briefly summarized

✓ Other relevant material may be included (1.5 space, font not smaller than 12)

Patents and Copyrights

The objective of BARD's patent policy is to ensure the protection of patentable findings resulting from research supported by BARD and to promote their utilization and commercialization for the benefit of society.

Definitions as used in this provision:

- "patent" includes conventional patents, design patents, plant variety certificates and other equivalent forms of protection.
- "governmental purposes" does not encompass the commercial manufacture, preparation, production, marketing, distribution or sale of goods or services within the scope of patent or patents in question.
- "recipient" means principal and cooperating institutions, contractors and any tier thereunder, or any transferee of recipient's rights in patents arising out of BARD funding.
- "invention" means any invention or discovery, which is or may be patentable or otherwise protected by law.
- "made" when used in relation to any invention, means the conception or first actual reduction to practice of such invention.
- "practical application" means to manufacture in case of a composition or product, to practice in the case of process or method, or to operate in the case of a machine or system and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

Confidentiality: BARD attempts to observe the strictest confidence in handling the research proposals, but cannot guarantee complete confidentiality on any matters that lie beyond its control. The confidentiality of recipient's "proprietary data" so designated, shall be strictly observed to the extent permitted by appropriate national law. There shall be no restriction on the publication of research results except when taking into consideration effects of prior publication on possible subsequent patent and BARD's license to use copyrighted material.

Patents: Recipient shall own, throughout the world, any invention made by its personnel or using its facilities arising out of research supported by BARD funding. Ownership of any invention made jointly by the personnel or using its facilities of two or more recipients shall be determined in a manner consistent with the degree of contribution of each recipient, through negotiation of the parties. Subject to written approval of BARD, ownership shall be transferable:

- ⇒ among recipients provided that the purpose of such transfer is to promote utilization and/or commercialization of said inventions.
- ⇒ to the two governments in order to meet overriding obligations of recipients toward third party governmental co-sponsors of research also supported by BARD.

The Governments of the United States and of Israel shall be entitled to and receive at least a non-exclusive, worldwide, royalty-free, irrevocable license to practice said invention for governmental purposes.

Recipient shall promptly submit, on a confidential basis, a written disclosure of each invention to BARD and shall submit a final listing of such inventions at the completion of a BARD funded project, including a certification that there are no unreported inventions.

Recipient shall file for a patent on said invention within nine months of first actual reduction to practice. The filing of such a patent application shall be promptly reported to BARD. The Governments of the United States and/or of Israel shall be assigned rights to any BARD funded invention in any country where recipient does not elect to file for a patent within the nine-month period.

Recipient shall use reasonable efforts to cause said invention to be brought to practical application in each country where recipient has obtained a patent within six years of the granting of such patent. The Executive Director of BARD may extend the above six year time limit for an additional period upon receiving reasonable justification from the recipient for such an extension. Otherwise, the Governments of the United States and/or Israel may require recipient, an assignee or exclusive licensee to grant a license to a responsible applicant or applicants upon terms reasonable under the circumstances, and if the recipient, assignee or exclusive licensee refuses such a request, the Governments have the right to grant such license(s) themselves.

Recipient shall use, to the greatest extent practicable, net profits from the use of said patent to support research and development activities.

Copyrights: The Governments of the United States and Israel shall be entitled to and receive non-exclusive, worldwide, royalty-free, irrevocable licenses to use all material resulting from BARD funded activities, and copyrighted by recipients of BARD grants. BARD shall be permitted to use any copyrighted material resulting from its funding activities when it is necessary to promote the maximum dissemination of research findings. BARD will also seek copyrights when necessary to achieve such a purpose, but only after consultation with recipients.

USDA, NIFA Requirements

USDA,NIFA may have additional grant management requirements for Israeli investigators. Any requirement of USDA,NIFA applicable to Israeli scientists is an integral part of institution's obligations towards BARD.

Follow Up

BARD requests updates of all publications, patents and commercialization arising from the supported research and properly acknowledging BARD's support. Periodically, BARD evaluates completed projects regarding their contributions to agricultural science (qualitative and quantitative). This evaluation is important to BARD's on-going goal of increasing its research budget: a job made easier with convincing proof of the contributions of BARD supported projects - whether from the science itself, the benefit to agriculture, or from the active cooperation between the scientists involved. To this end, BARD will request relevant information from grant recipients.

Appendices to the Research Grant

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Amended Budget Summary (G1a)

(In US\$; Round annual totals to the nearest \$1000, round budget items 1-5 to the nearest \$10)

First year budget may not exceed 36% of the total budget

USDA,NIFA-BARD Projec	t Number:	
Principal Investigator:		
Affiliated Institution:		
Preferred Start Date: (no	ot later than December 1st of the Award year)	

	First Year		Second Ye	ear	Third Yea	r	Totals	
Budget Item	Israel	USA	Israel	USA	Israel	USA	Israel	USA
Salaries and Social Benefits								
2. Non- expendable Equipment								
3. Operating Expenses								
4. Foreign Travel								
Total Direct Costs								
5. Overhead								
Total	,000	,000	,000	,000	,000	,000	,000	,000

Amended Institution Budget Summary (G1b)

Total

,000

If there is more than one institution in the *same* country, each institution must submit the following separate table.

First year budget may not exceed 36% of the total budget

JSDA,NIFA-BARD Projec	t N <u>umber:</u>			
nstitution:				
Principal Investigator for	this Institution:			
Institution Totals				
Budget Item	First Year	Second Year	Third Year	Total
Salaries and Social Benefits				
2. Non-expendable Equipment				
3. Operating Expenses				
4. Foreign Travel				
Total Direct Costs				
5. Overhead				

,000

,000

,000

•	restigator/institution (G2a)				
	ARD Project <u>Number:</u>				
Title of Projec	:t:				
Name of Cur	rent Affiliated Institution				
Name of Aut	chorized Officer				
Department					
E-mail					
Signature					
Name of Cur	Name of Current Participating Scientist				
E-mail	E-mail				
Signature					
Name of Nev	w Participating Scientist				
E-mail					
Signature					
Signature of t	the Current Institution's Authorized Officer confirms: (check one of the options				
	Withdrawal of the current participating scientist from the above USDA,NIFA-BARD project, to be replaced by the new participating scientist as of (date).				
	Withdrawal of the current participating scientist from the above USDA,NIFA-BARD project and termination of the current institution's participation in the project as of (date), after which no further expenditures will be made from this budget and any overpayments will be returned to USDA,NIFA-BARD.				
Date:					

Change of Investigator/Institution (G2b)
USDA,NIFA-BARD Project Number:
Title of Project:
Name of New Affiliated Institution
Name of Authorized Officer
Department
E-mail
Signature
Signature of the new institution's authorized officer confirms the availability of the described facilities and the scientist's access to them and confirms that the regulatory policies are adhered to and any required permits have been applied for and will be presented prior to initiation of the grant.
Name of New Participating Scientist
E-mail
Signature
Signature of the new participating scientist indicates his/her consent to undertake the responsibilities assigned in the original research proposal and confirms the available facilities and access to them in the new Institution.
Date:

Semi-Annual Declaration (G3)	
USDA,NIFA-BARD Project Number:	
Institution Reference Number:	
Name of Institution:	Research Year
	First
	Second
	Third
We certify that the research of the above	e-mentioned project is being carried out in our
institution and in the cooperating institution budget plans.	n(s) in accordance with the approved research and
in order to enable us to continue with of installment as per our agreement. Date:	our research, we request payment of the next
Institution's Authorizing Official:	Name
	Trainie
	Signature
Institution's Stamp	
PI or Co-PI of the Project:	Name